

CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE  
ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

This contract is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the City of Durham ("City") RKG Associates, Inc. ("Contractor," "Consultants," or "consultants") a corporation organized and existing under the laws of the New Hampshire.

Sec. 1. Background and Purpose. In 2005, RKG was selected by the City's Office of Economic and Workforce Development (OEWD) to conduct an economic assessment report for the boundaries of Police District 1 (emphasizing Northeast Central Durham /Old Five Points) and Police District 4 (the Fayetteville Street corridor). There have been some significant investments in these communities during the last eight years; such as: the Holton School renovation, Hope VI (Few Gardens replacement) project, the creation of Joe Bushfan's restaurant, a new Sav-a Lot grocery store, Durham rescue Mission major expansion, relocation of Eastern Carolina Organics, Y.E. Smith renovation, Angier-Driver Streetscape project, new buildings added to NCCU campus, Southside Revitalization project, Whitted School renovation, etc. OEWD anticipates RKG will deliver a current fiscal and economic market analysis, a real estate analysis, and a development plan. Developing this strategy for neighborhood development will expand the knowledge the City so that it can utilize its resources optimally, as it designs policies and programs to direct economic development activities in the neighborhoods.

Sec. 2. Services and Scope to be Performed. Upon the explicit direction of the Director for the City of Durham's Office of Economic and Workforce Development, the Contractor shall provide those services as outlined in Exhibit A. In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor \$52,250 for the Work as follows: the Contractor will submit an invoice at the end of each month for a percentage of the work completed. Because this is a lump sum, not-to-exceed contract, the Contractor shall not be required to submit invoice documentation such as employee timesheets or expense receipts. However, the Contractor will submit monthly progress reports describing the work completed during a given billing period, and the City will pay based on the percentage completed. Any disputes over the Contractor's percentage of work completed will be negotiated between designated representatives of the two parties. Both parties will make good faith efforts to resolve the disputes. The City agrees not to withhold any amount for retainage on monthly invoices, and the Contractor agrees not to invoice amounts above 90% of the total contract until the City's staff have reviewed and accepted the Contractor's final report. Once the final report has been accepted by the staff, the Contractor may invoice for the final 10% of the contract amount. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 5. Contractor's Billings to City. The Contractor shall be permitted to send invoices to the City at the end of each month for an amount equal to the percentage of work completed to date. The Contractor shall not submit an invoice for the final 10% of the contract amount until the City staff has had a chance to review and approve the Contractor's final report. Within thirty days after the City receives an invoice, the City

CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE  
ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

Sec. 6. Insurance. The Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$5,000,000 per occurrence, with an annual aggregate on not less than \$10,000,000.

Commercial Auto Liability, covering:

- Symbol 1, all vehicles
- Combined single limit of \$2,000,000
- City of Durham must be named additional insured

Professional Liability, covering:

- Covering claims arising out of professional advisement / consultation services performed in connection with this contract
- Combined single limit not less than \$5,000,000 per occurrence; if coverage is only available on claims made basis, then additional coverage requirements may apply, subject to review of City Finance Director

Workers' Compensation Insurance, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate:

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be addressed to:

City of Durham, North Carolina  
Attention: Finance Director

CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE  
ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

101 City Hall Plaza  
Durham, NC 27701

- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

Sec. 7. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section 2, above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Exhibits. The following exhibits are made a part of this contract:  
Exhibit A -- Scope of Work, containing 5 page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 9. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions, including payment for all services rendered by the Contractor and its subcontractor(s) up to the date of termination. Within 20 days after TFC, the City shall pay the Contractor a one hundred dollar TFC fee.

Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment except as stated in this section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE  
ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

To the City:

Director  
Office of Economic and Workforce Development  
City of Durham  
302 E. Pettigrew Street  
Durham, NC 27701  
The fax number is 919/560-4986

To the Contractor:

Mr. Kyle Talente  
Vice-President and Principal  
RKG Associates, Inc.  
300 Montgomery Street, Suite 203  
Alexandra, VA 22314  
The fax number is 703-739.0979

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Trade Secrets and Confidentiality. The Contractor has not yet submitted any Trade Secrets to the City in connection with this contract; however, Trade Secrets information may be shared with the City as part of the documentation provided for any interim communications with the City or as part of a preliminary or final report. Accordingly, Contractor shall comply with the provisions of N.C.G.S. § 132-1.2(1) in identifying all such qualifying, Confidential Information. ("Trade Secret" is defined in the RFQ.)

Sec. 12. Indemnification. The Consultants shall defend and indemnify and hold harmless the City of Durham, NC and their officers, agents, and employee's from suits, actions, legal proceedings, claims, damages, liabilities, costs and expenses, including attorney's fees arising out of any claims, damages, personal injuries, property losses, and/or economic or other damages by or alleged to have been sustained by any person or entity, caused by the negligent acts, errors, and omissions of the employees in connection of the performance of services for this project.

(a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties,

settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item. "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract

Sec. 13. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion,

CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE  
ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 26-10(f) of that chapter provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Chapter 26 and not to the Contractor's alleged violations of other obligations.

(j) Prompt Payment to Subcontractors. Subject to subsection (b) of this section (j), it is agreed that within 30 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the subcontractor be delayed by more than 30 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the subcontractor interest, beginning on the 31<sup>st</sup> day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham. If the City's Project Manager determines that it is appropriate to enforce this subsection (a), the City of Durham may withhold the sums estimated by the Project Manager to be sufficient to pay this interest from progress or final payments to the Contractor. (b) Nothing in this section shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to

CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

exceed 10%. (c) The City's Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

(k) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(l) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

(m) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

By the CITY OF DURHAM:

\_\_\_\_\_ By: \_\_\_\_\_

Preaudit Certificate, if necessary:

CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE  
ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

RKG Associates, Inc.

\_\_\_\_\_  
Signature of witness  
(Affix corporate seal)

By: \_\_\_\_\_  
Kyle S. Talente  
Senior Vice President & Principal

State of \_\_\_\_\_  
Inc.

ACKNOWLEDGMENT BY RKG Associates,

County of \_\_\_\_\_

I, a notary public in and for the aforesaid county and state, certify that Kyle Talente personally came before me this day and acknowledged that he is Vice President & Principal of RKG Associates, a corporation organized and existing under the laws of the New Hampshire, and that he, as Vice President & Principal, being authorized to do so, executed the foregoing agreement with the City of Durham on behalf of the corporation. Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_



Exhibit A

**SCOPE OF WORK**

**Review Relevant Planning Studies and Other Background Data**

Prior to kicking off the project, the consultants shall review past planning documents and background data that are relevant to this assignment. The consultants will review the following documents prior to commencing work on the economic assessment of the study area(s).

- City of Durham Comprehensive Plan,
- City zoning ordinance and design guidelines (if any),
- Previous focus area plans or community development plans,
- Aerial photographs,
- Geographic information system mapping layers,
- Relevant prior studies (i.e. market, traffic, economic, land use, parking, etc.),
- Historic preservation documentation,
- Parking code requirements and inventory information,
- Roadway and right of way maps,
- Parcel and property ownership maps and property assessment data,
- Existing and proposed utility locations and easements,
- Past infrastructure studies,
- Environmental assessment reports,
- Open space and recreation/greenway plans,
- Economic development plans, and
- Economic and demographic data

**Kick-off Meeting and Project Scoping**

The contractor will coordinate with the City the location of the meeting, prepare and provide all materials relevant to the meeting, and be responsible for conducting the meeting.

It is recommended that an initial kick-off meeting be held with a local steering committee appointed by the City. The steering committee and other interested stakeholders and support staff, will convene prior to beginning the project tasks. The kick-off meeting is an important opportunity for the consultants to understand the relevant issues surrounding the assignment, to come to common agreement regarding the project's objectives and the community's expectations for the planning process and the final product.

The local steering committee should be comprised of local community leaders, including study area residents, property owners, and business leaders. The steering committee's main responsibility will be to advise the consultant team and to provide guidance and input into the planning process. The steering committee will meet regularly with the consultants throughout the project and should represent the diverse interests of the community and the study area neighborhoods.

## CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

Logical points for discussion at the kick-off meeting include:

- What are the City's primary goals for the economic assessment project? What questions must be answered upon conclusion of the study?
- What are the study area's greatest assets, liabilities, constraints and opportunities?
- What factors are creating disincentives for reinvestment?
- What level of private investment has there been in the study areas in recent years (e.g., new development, business start-up, major renovations, etc.)?
- In what ways does Downtown Durham relate to the Police District 1, Northeast Central Durham/Old Five Points and the Fayetteville Street Corridor?
- What roles will the City, the Durham Housing Authority, neighborhood CDCs /Associations, and the local business community plays in the implementation of the economic development strategy? (i.e., public & private investments, infrastructure, and economic development programs, etc.)?
- What current efforts are in place to deal with crime, safety, and negative perceptions about the study areas?
- What problems (if any) are local businesses having in operating in the study area and what factors are attracting (or not attracting) businesses to this area?
- Aside from these strategic questions, the kick-off meeting will help establish project milestones, a schedule for deliverables, and suggested names of people to contact and sources of information to consult.

### **Key Stakeholder Interviews**

A series of interviews and telephone discussions with key individuals with knowledge of the City of Durham and the study area assets, physical conditions, public safety issues, as well as, existing employment needs, and retail/real estate market trends. The interviewees will include: commercial and industrial real estate brokers, major land owners, developers, real estate appraisers, local CDC and economic development officials, public safety officials, non-profit service providers, business owners, municipal government officials, and other key stakeholders. Interview topics will include:

- past revitalization initiatives or "promises" made to the neighborhood;
- regional retail and real estate market trends;
- current investment climate and planned projects;
- local business climate and unmet consumer needs;
- regulatory constraints for adaptive reuse of vacant buildings;
- potential funding sources and economic development incentive programs; and
- public safety issues, crime activity, and existing prevention initiatives.

The interviewees will also include relevant Community Building departments of the City, Chamber of Commerce, Durham Housing Authority, principals of redevelopment projects in the neighborhood areas (i.e. Southside Revitalization Project, Whitted School, Self-Help, Eastern Carolina Organics, etc) transportation officials, and educators.

### **Commercial Property Inventory and Analysis**

## CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

Conduct a thorough analysis of commercial properties within the study areas. Market supply factors involve building condition patterns, types of uses and historic trends of commercial district properties, ownership, and the amount and location of significant vacant and available space. The consultants propose the following steps to assess the strengths, weaknesses and physical characteristics of the study area.

### Building Inventory and Assessment

The consultants will inventory commercial properties (i.e., retail, service, office, industrial) in the study areas by building square footage, type of use (store type, industry type, etc.), ownership characteristics, and physical condition. This inventory will identify major building vacancies, including vacant infill properties, and will in part reflect independent field observations in conjunction with local property assessment records.

In order to accomplish this task, the Consultants must assemble a property database linking the City's GIS parcel data layer with the property assessment database. This spreadsheet database is likely to include thousands of property records. From this database, the Consultants will be able to analyze the general condition, age, assessed/market value, building square footage, ownership, and other real estate factors and then map these characteristics for the entire study area. A series of thematic maps will be developed to assist the team in identifying areas of high need and opportunity areas.

### **Study Area Economic Base Evaluation**

The Consultants will develop a generalized inventory of commercial establishments by type of business, a sampling of current lease rates, an identification of significant ground floor vacancy, and other pertinent information. This task will be accomplished through field research and with the use of proprietary data sources accessed by the Consultants. It is important to understand how the study area is being utilized for commercial and industrial uses, what business and shopping opportunities exist, and how study area businesses are clustered. More importantly, the Consultants will note the types of businesses that are not available within the study area or within close proximity.

In transitional neighborhoods it is quite common for there to be a lack of commercial establishments serving the diverse needs of local residents. This creates a market gap for residents who must then travel outside their community (if capable) to purchase essential goods and services not offered nearby. This becomes problematic for elderly or lower income residents without adequate transportation.

### **Assessment of Transportation and Infrastructure Needs**

### **Real Estate Market Study**

In order to understand the investment climate within which the two study areas function, RKG Associates, Inc. will conduct an analysis of real estate market conditions. Such an analysis is critical to understanding the historical supply and demand trends that have shaped the region's real estate and commercial market. The Consultants will examine various market segments

## CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

including: retail/service, office, residential, and perhaps other market segments as desired by the City.

The real estate market study will include the following tasks:

### Demographic and Economic Base Analysis

RKG will conduct an analysis of demographic and economic base trends and projections. This analysis establishes the historical and future context for development and identifies areas of economic expansion. Components of this analysis include: population trends and projections, household formations, local income levels and spending potential, changes in employment (e.g. retail trade, services, etc.) and similar information.

### Analysis of Competitive Real Estate Market

A detailed analysis of local and regional real estate market conditions is necessary in order to understand the investment climate for development. This analysis will consist of several components that will help the consultants assess the overall potential for revitalizing the study area. The revitalization of the study areas, like other real estate ventures, will be driven by the investment decisions of private individuals, and these decisions will be made within a larger real estate and investment context. RKG will conduct an analysis of real estate supply and demand indicators for development/redevelopment and will analyze recent absorption and pricing trends (e.g., land and buildings). This task will include a review and analysis of competitive real estate within the primary market serving the study area. RKG will speak to real estate brokers and appraisers with knowledge about the study area's real estate conditions. The RKG Team will examine the following market segments:

- Retail/Service/Restaurant
- Office
- Industrial

From an economic development standpoint, the research will identify the types of uses most likely to be attracted to the study area.

### **Identification of Catalyst Development Opportunities**

Upon conclusion of the market research in the RKG Team will begin to identify potential redevelopment options for the study area. In the process, a number of public, private, and nonprofit development interests will be contacted to explore some of these market findings and to test their overall potential. During this task, we will evaluate a number of proposed (re)developments sites, with particular emphasis on key properties that could support a catalyst-type development. Catalyst developments have the potential to “shock” market perceptions and force development players to rethink their understanding of the study areas. Such projects generally have the ability to attract or spin-off other development activities as a result of the initial investment.

### **Public Involvement Process**

## CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

A neighborhood revitalization plan and economic development strategy, by its very nature, presumes a level of input from those who have a vested interest in its creation and implementation. The absence of such input would otherwise relegate the plan to merely a civic exercise.

### Public Involvement

The Contractor will coordinate with the City the location of the meeting, prepare and provide all materials relevant to the meeting, and responsible for conducting the meetings.

### Steering Committee Meetings

Prior to each group of public meetings, the Consultants will convene a meeting with the project steering committee to brief the members on the latest issues and information. These meetings will be scheduled around breakfast or lunch and will be confined to 90 minutes or less if possible.

## **Economic Development Plan and Implementation Strategy**

### Outline Timeframe for Implementation

Included in the final document will be a detailed implementation strategy that describes the role and responsibility of all parties involved, including private property owners, local government, and private developers. The plan will also include a number of recommendations that deal with general improvements to the study area, as well as initiatives that can be undertaken to improve the vitality of the community.

### **Submission and Presentation of Final Report**

The final written report will include an executive summary; a thorough discussion of data and findings; recommendations for action; and resource data and summary tables, maps, and charts to ease understanding of key material. The report will be presented in written and verbal form as well as provided digitally. The Consultants will provide 10 copies of the final report in hardcopy format, including 1 unbound original for future copying.

The approximate contract schedule is as follows:

### WORK SCHEDULE:

July 1, 2013	City awards contract
July 8, 2013	Preliminary meeting with the Office of Economic and Workforce development staff
July 15, 2013	Contract starts
October 14, 2013	Four copies of the preliminary report submitted to the Office of Economic and Workforce Development
October 28, 2013	Preliminary report reviewed by the OEWD Econ. Dev. Team
November 12, 2013	Contractor receives feedback from the OEWD

CONTRACT BETWEEN THE CITY OF DURHAM AND RKG ASSOCIATES, INC. TO PROVIDE  
ECONOMIC DEVELOPMENT ASSESSMENT OF TARGETED NEIGHBORHOODS OF THE CITY

	Econ. Dev. Team
November 12, 2013	Contractor meets with Econ. Dev. Team to review the report before final submission
December 9, 2013	Contractor submits final report